



## TOWN OF GILBERT

### PROCEDURES FOR REQUESTING OUT OF TOWN WATER SERVICE

The following is a checklist of information that needs to be turned in with this application packet:

**\*\* MAKE SURE ALL COPIES ARE LEGIBLE \*\***

**\*\*\*NOTE: Request may take up to six weeks to process \*\*\***

1.      A **typed or written** request must be made and addressed to Tom Condit, Acting Town Engineer, 90 East Civic Center Drive, Gilbert, Arizona 85296. The letter needs to include the following information.

- ☐ Property address, city, zip (*Property Address MUST BE assigned by Maricopa County at the time the request for water service is submitted to the Town of Gilbert*)
- ☐ Intended property usage (*residential, agricultural, commercial, etc.*)
- ☐ Size of water meter service requested (*Meter size is determined by Maricopa County during their Building Permit approval process – ¾", 1", 1 ½", 2"*)
- ☐ Future plans for lot splitting or subdividing to be noted with the request. (*NOTE: if lot splitting is being done concurrently with this water service request, split must be fully approved by Maricopa County (Including new address assignment) prior to submitting an Out-of-Town Water Service Request to Gilbert.*)
- ☐ Applicants current mailing address & telephone number

     A legal description – Parcel number, Section, Township, Range **and Property Address**  
(See Exhibit A – Page 3- **this information needs to be filled out before turning in**)

     A site location map, showing parcel size and closest arterials (**On 8 ½ x 11 paper**)

     A deed to the property showing any road dedication **REDUCED TO 8 ½ X 11**  
(**Copy of the deed must accompany application, even if no road dedication**)

     The property owner must **sign and date Page 1** of application & owner information on **Page 2**

2. The request is reviewed by appropriate Town Personnel; the applicant is notified of approval or additional requirements. This is the only manner in which the Town can effectively monitor growth or lot splits to assure future access for refuse and all emergency vehicles.

3. If approved, the applicant must contract a licensed contractor to obtain a Maricopa County Right-of-way permit and a **Town of Gilbert Right-of-way permit** to install the water tap, service line and meter box. The cost for a permit is \$88.00. The Town will install the meter. ***All fees, including meter costs as listed below, must be paid prior to receiving a permit to tap any Town water line.***

4. Meter costs are as follows for **residential** services:

¾" Meter, taxes, and development fees = \$ 6,528.32

1" Meter, taxes, and development fees = \$10,791.32

1½" Meter, taxes, and development fees = \$ 24,096.32

**\*\*\*Please see fee schedule or call 480-503-6829 for commercial rates\*\*\***

***Please list your current mailing address and phone number***

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

**For current water usage rates, please contact the Utility Billing Department at 503-6800  
For questions on your application or status, contact the Engineering Department at 503-6845**

AGREEMENT TO EXTEND WATER SERVICE  
OUTSIDE THE CORPORATE LIMITS  
OUT OF THE TOWN OF GILBERT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Gilbert, Maricopa County, Arizona, hereinafter referred to as "Gilbert" and \_\_\_\_\_, hereinafter referred to as "Owner."

1. Gilbert is an Arizona municipal corporation, location in Maricopa County, Arizona, and charged with the responsibility for preserving the peace, health, and safety of its citizens; Gilbert provides water service outside its corporate limits pursuant to Policy Statement No. 81-2 as amended by Resolution No. 1922 adopted on May 26, 1998; and

2. Owner has title to the real property described in Exhibit A attached hereto (the "Service Address") and has applied to Gilbert for extension of water service beyond the corporate limits of Gilbert to the Service Address.

NOW, THEREFORE, Gilbert and Owner do hereby mutually agree as follows:

1. Policy Statement of Gilbert. Owner agrees to be bound by Policy Statement No. 81-2 dated March 17, 1981, as amended by Resolution No. 1922.

2. Provision of Water Service. Gilbert agrees to provide water service to the Owner at the Service Address at such a time as all necessary easements and improvements as determined by Gilbert to be required to deliver domestic water have been accepted by Gilbert and subject to further limitation that Gilbert has a duty to supply customers within the corporate limits of Gilbert before serving those customers outside the corporate boundaries, including the Service Address. Owner agrees Gilbert may interrupt, limit or discontinue service to the Service Address whenever Gilbert determines such action is required or appropriate to meet its duty to supply customers within the corporate limits of Gilbert.

3. Compliance with Terms and Conditions of Water Service. Owner agrees to comply with the terms and conditions established and amended from time to time by Gilbert for providing water service outside the corporate limits of Gilbert. Owner further agrees that Owner will pay water bills when due, unless disputed, in which case Owner will follow any and all procedures adopted by Gilbert to dispute bills. Current dispute procedures are set forth in Chapter 66 or the Code of Gilbert. If Owner fails to pay water bills determined by Gilbert to be due and owing to Gilbert, and in addition to any other remedy available at law, such amounts shall become liens on the Service Address in the amount of such delinquency until paid.

4. Plans. If the property described in Exhibit A does not have an established land use pattern, as determined by a map on file with the Planning Department of Gilbert, a plan of development shall be prepared in accordance with Policy Statement No. 81-2 and submitted to Gilbert for review and approval as a condition of service. All water connections will be installed in accordance with Town Standards.

5. Entire Agreement. This instrument contains the entire agreement between the parties and no statement, promise, or inducement made by either party or agent of either party, that is not contained in this written contract shall be valid or binding. Subject to Gilbert's right to unilaterally establish and amend the terms on conditions for water service, this Agreement may not be enlarged, modified, or altered, except in writing, signed by the parties and endorsed hereon.

6. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement in Gilbert, Arizona this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

TOWN OF GILBERT, a municipal  
Corporation

\_\_\_\_\_  
Tom Condit, Acting Town Engineer

Owner, (Please sign)  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**SERVICE ADDRESS**

Parcel No. \_\_\_\_\_

Section \_\_\_\_\_

Township \_\_\_\_\_

Range \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

LEGAL DESCRIPTION: